

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Suntrust Bank		08/15/2013	Bank:

RECEIVING PARTY DATA

Name:	3PD, Inc.
Street Address:	1851 West Oak Parkway
Internal Address:	Suite 100
City:	Marietta
State/Country:	GEORGIA
Postal Code:	30062
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3904333	3PDIRECT
Registration Number:	3907403	3PDEDICATED
Registration Number:	3904087	PENCHANT
Registration Number:	3831155	3PD
Registration Number:	3824760	3PD
Registration Number:	2694544	DISPATCHOFFICE

CORRESPONDENCE DATA

Fax Number: 2125562222
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2125562100
 Email: patentmailnyc@kslaw.com
 Correspondent Name: King & Spalding LLP
 Address Line 1: 1185 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10036

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TRADEMARK

ATTORNEY DOCKET NUMBER:	20582.019001
NAME OF SUBMITTER:	Susan Shen-Frattura
Signature:	/Susan Shen-Frattura/
Date:	08/16/2013
Total Attachments: 4 source=3PD OpCo Trademark Security Agreement Release_1 (2)#page1.tif source=3PD OpCo Trademark Security Agreement Release_1 (2)#page2.tif source=3PD OpCo Trademark Security Agreement Release_1 (2)#page3.tif source=3PD OpCo Trademark Security Agreement Release_1 (2)#page4.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is made as of August 15, 2013 by SUNTRUST BANK, as collateral agent (in such capacity, the "Collateral Agent") for Last Mile Funding Corp.

WITNESSETH:

WHEREAS, 3PD, Inc., a Delaware corporation (the "Grantor"), entered into that certain Trademark Security Agreement dated as of May 4, 2011 (the "Trademark Security Agreement") in favor of the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Property (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks, Trademark Licenses and all goodwill of the business connected with the use of and symbolized by each Trademark set forth in Schedule I attached hereto; and

WHEREAS, the Collateral Agent recorded a security interest in the Property with the Assignment Division of the United States Patent and Trademark Office on June 23, 2011 at Reel 004568, Frame 0430; and

WHEREAS, the Collateral Agent has agreed to release its rights under the Trademark Security Agreement and to re-convey to Grantor any and all rights in and to the Property.

NOW THEREFORE, in consideration for the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Collateral Agent hereby terminates, releases and discharges its security interest in and to all of Grantor's right, title and interest in and to the Property originally granted to Collateral Agent pursuant to the Trademark Security Agreement.
2. The Collateral Agent, to the extent granted in the Trademark Security Agreement, hereby assigns, grants and otherwise re-conveys to Grantor, without any representation, recourse or undertaking by the Collateral Agent, all of its right, title and interest in and to the Property and all goodwill associated therewith granted to the Collateral Agent pursuant to the Trademark Security Agreement.
3. The Grantor and its legal counsel and agents shall be authorized to file this Release with the United States Patent and Trademark Office.
4. Upon the request of Grantor and at the Grantor's expense, the Collateral Agent further agrees to execute all documents necessary to demonstrate and confirm the parties' intent under this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Trademark Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

SUNTRUST BANK, as Collateral Agent

By: [Signature]
Name: Sherry D. Harris
Title: Managing Director

STATE OF GEORGIA)

COUNTY OF DeKalb) ss:

On this, the 13th day of August __, 2013, before me personally appeared Sherry Harris, known to me and who, being by me duly sworn, did depose and say that he/she is Managing Director of SunTrust Bank. the institution described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by SunTrust Bank.

[Signature]
Notary Public



[Schedule Follows]

**SCHEDULE I
TO
RELEASE OF TRADEMARK SECURITY INTEREST**

Schedule I

TRADEMARKS (our reference no.)	Country/ Status	Owner	Mark	Filing Date	Serial Number	Registration Date	Registration No.
190330-3010	United States (REGISTERED)	3PD, Inc.	3PDIRECT	6/2/2010	85/053,098	1/11/2011	3,904,333
190330-3020	United States (REGISTERED)	3PD, Inc.	3PDEDICATED	5/28/2010	85/050,030	1/18/2011	3,907,403
190330-3030	United States (REGISTERED)	3PD, Inc.	PENCHANT	5/27/2010	85/049,404	1/11/2011	3,904,087
190330-3040	United States (REGISTERED)	3PD, Inc.	3PD (stylized)	12/16/2009	77/894,626	8/10/2010	3,831,155
190330-3050	United States (REGISTERED)	3PD, Inc.	3PD (word mark)	12/16/2009	77/894,623	7/27/2010	3,824,760
190330-3080	United States (REGISTERED)	3PD, Inc.	DISPATCHOFFICE	9/27/2000	76/136,269	3/11/2003	2,694,544
190330-4010	CANADA (PENDING APPLICATION)	3PD, Inc.	3PDIRECT (word mark)	11/24/2010	1,505,240	N/A	N/A
190330-4020	CANADA (PENDING APPLICATION)	3PD, Inc.	3PDEDICATED (word mark)	11/24/2010	1,505,241	N/A	N/A

190330-4040	CANADA (PENDING APPLICATION)	3PD, Inc.	3PD (design)	11/24/2010	1,505,248	N/A	N/A
190330-4050	CANADA (PENDING APPLICATION)	3PD, Inc.	3PD (word mark)	11/24/2010	1,505,247	N/A	N/A
190330-4090	CANADA (PENDING APPLICATION)	3PD, Inc.	3PDESKTOP	12/17/2010	1,508,375	N/A	N/A
	CANADA (PENDING APPLICATION)	3PD, Inc.	3PDIRECT	5/25/2011	1,529,093	N/A	N/A